

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission)	
On Its Own Motion)	
)	Docket No. 02-0147
Complaint pursuant to Section 13-514,)	
13-515 and 13-516 of the Public Utilities)	
Act and 83 Ill. Admin. Code Part 766.)	

REDACTED

Direct Testimony of

KATHRYN J. ALLISON

On Behalf of Verizon North Inc. and
Verizon South Inc.

July 3, 2003

1 **Q. Please state your name and business address.**

2 A. My name is Kathryn J. Allison. My address is 3600 Soft Wind Court, Grapevine, Texas,
3 76051.

4 **Q. By whom are you currently employed?**

5 A. I retired in December, 2002. However, during 2001, I was employed by Verizon
6 Services Group as Senior Product Manager in the Local Interconnection Group. I am
7 providing testimony on behalf of Verizon North Inc. and Verizon South Inc. (jointly
8 referred to as “Verizon Illinois” or the “Company”) as an independent consultant in this
9 proceeding.

10 **Q. Please describe your business experience.**

11 A. I joined the former GTE in 1978. During the course of my career with GTE, I held
12 positions in Facility Assignment, Customer Billing Center, Network Planning, Traffic
13 Engineering and Product Management. I held my positions in Product Management for
14 eight years, and my position as Senior Product Manager for three years until the time of
15 my retirement in 2002. While in Product Management, I was responsible for local
16 interconnections of facility-based competitive local exchange carriers (“CLECs”) and
17 wireless carriers. My duties included providing support to Account Management and
18 Ordering and Billing Centers, as well as negotiations of interconnection agreements in
19 the state of Illinois and the other former GTE states.

20 I was a representative for the former GTE at the Cellular Telephone Industry Association
21 (“CTIA”) and the Personal Communication Industry Association (“PCIA”) as well as
22 Wireless E911 industry meetings. I also participated in Ordering and Billing Forum
23 (“OBF”) sessions addressing industry CLEC and wireless billing records.

24 **Q. Have you participated in any industry forums pertaining to CLEC interconnection?**

25 A. Yes. I have participated in Commission workshops for interconnection in Illinois, Ohio
26 and Missouri. With respect to Illinois, I participated in workshops to develop and define
27 interconnection guidelines.

28 **Q. Have you previously testified before any state regulatory Commissions?**

29 A. Yes. I have previously testified before the regulatory Commissions in California,
30 Kentucky and Missouri.

31 **Q. What is the purpose of your direct testimony?**

32 A. There are several purposes for my testimony. The first is to provide an opinion as to
33 whether Verizon Illinois interconnects with CLECs at existing facilities that may or may
34 not also be already utilized, i.e., shared, by other customers, including retail customers.
35 Second, I also provide an opinion as to whether events alleged to have taken place in
36 other states are reliable bases for assessing Verizon Illinois' interconnection practices in
37 Illinois. Third, I testify regarding my personal involvement in certain conversations with
38 Verizon Illinois witness Mr. Charles Bartholomew that took place in response to an e-
39 mail inquiry posed by North County Communication's President, Mr. Todd Lesser, in
40 December 2001. Fourth, I provide an opinion as to whether Verizon Illinois' actions with
41 regard to NCC's interconnection caused NCC any delay in obtaining interconnection in
42 Illinois. Fifth, I also provide an opinion as to whether any of Verizon Illinois' actions
43 with regard to NCC's interconnection had any impact on NCC's business development in
44 Illinois. Sixth, I testify to the fact that Verizon Illinois is not the incumbent local
45 exchange carrier ("ILEC") in Leaf River, Illinois where, it is my opinion, NCC intended
46 to provide local service through its interconnection with Verizon Illinois; and I further

47 explain my non-legal understanding as to why this issue is relevant to this case. Finally, I
48 address numerous incorrect and, in large part, what I perceive to be baseless statements
49 made in the Direct Testimonies of NCC's witnesses, Mr. Lesser and Mr. Douglas
50 Dawson.

51 **Q. Please provide an overview of your conclusions.**

52 A. It is my opinion that Verizon Illinois does not have a policy of refusing to allow CLECs
53 to interconnect at existing network facilities irrespective of whether such facilities are
54 also utilized by either other wholesale or retail customers. Similarly, it is also my
55 conclusion that Verizon Illinois does not require CLECs to wait for Verizon Illinois to
56 construct new, fiber facilities for interconnection. Rather, my opinion is that Verizon
57 Illinois has always permitted, and continues to permit, CLECs to interconnect at existing
58 network facilities regardless of whether such facilities are utilized by other customers,
59 including retail customers, and regardless of whether such facilities are constructed of
60 copper or fiber.

61 Further, it is my opinion that Verizon Illinois did not cause NCC any delay in
62 interconnecting in Illinois. Rather, any delay was caused by NCC's own actions or
63 inactions. NCC did not complete the steps that NCC needed to take on its own behalf in
64 order to be in a position to interconnect with Verizon Illinois until the time that NCC
65 submitted its official order for interconnection, i.e., Access Service Request ("ASR"), on
66 July 24, 2002. Once NCC had completed the steps that NCC needed to take on its own
67 behalf and submitted its ASRs to Verizon Illinois, NCC's interconnection was timely
68 completed. As I will point out, even NCC's own expert witness has admitted that the
69 period of time for completion of NCC's interconnection request following NCC's
70 submission of its ASRs was reasonable.

71 In addition, it is my opinion that none of Verizon Illinois' actions taken in connection
72 with NCC's interconnection in Illinois have had any impact on NCC's business
73 endeavors or development of a customer base in Illinois.

74 Overall, I believe that Verizon Illinois worked with NCC in good faith, and that
75 interconnection was promptly accomplished once NCC submitted its ASRs to Verizon
76 Illinois. Verizon Illinois' handling of NCC's request for interconnection was no different
77 than Verizon Illinois' handling of other CLECs' interconnections or, for that matter, the
78 interconnections of any other carrier types, such as interexchange carriers ("IXCs") or
79 wireless carriers. Verizon Illinois interconnected with NCC at an existing, copper facility
80 and would have interconnected with NCC at that facility regardless of NCC filing a
81 Complaint with the Illinois Commerce Commission ("ICC").

82 I.
83 Interconnection at Existing Facilities

84 **Q. On page 6 of NCC witness Mr. Dawson's direct testimony, Mr. Dawson describes**
85 **what he alleges to be a Verizon Illinois policy not to allow CLECs to share existing**
86 **retail facilities. Rather, it is NCC's assertion that Verizon Illinois requires CLECs**
87 **to wait for new fiber facilities to be built to accommodate the CLECs'**
88 **interconnections. Does Verizon Illinois have such a policy?**

89 **A.** No. Verizon Illinois permits CLECs to interconnect at existing network facilities
90 regardless of whether the facilities are also utilized by other customers, including retail
91 customers. The only caveats are that the facilities (1) must be of a type to which it is
92 technically feasible to interconnect, and (2) must have sufficient capacity available for
93 the interconnection.

94 **Q. Is it your opinion that technical feasibility and capacity are appropriate factors to**
 95 **be considered when assessing the ability to interconnect a CLEC to any particular**
 96 **facility?**

97 A. Yes. It is my understanding that the Federal Communications Commission (“FCC”) has
 98 expressly identified technical feasibility and capacity as appropriate factors for
 99 consideration. These factors are contained typically in CLEC interconnection agreements
 100 (“IAs”) as well. In the absence of these two factors being expressly stated in the
 101 remainder of my testimony, they should be considered to be implied.

102 **Q. Okay, setting aside those two factors, is it your opinion that Verizon Illinois permits**
 103 **CLEC interconnections at existing facilities?**

104 A. Yes.

105 **Q. Can you identify any factual evidence that supports your conclusion?**

106 A. Yes. Attached to my testimony as Attachment KJA-1 is a list of interconnections¹ that
 107 Verizon Illinois had completed on existing facilities as of October, 2002, which was
 108 approximately one month after the completion of NCC’s interconnection at an existing
 109 facility. As you can see, apart from NCC, Verizon Illinois had already interconnected
 110 with thirty-one (31) other carriers at existing facilities at that time.

111 **Q. What is the relevancy of these interconnections having taken place on existing**
 112 **facilities?**

¹ The location identifiers have been removed from Attachment KJA-1 to protect the confidential nature of the information.

113 A. This means that Verizon Illinois interconnected with these carriers on facilities that were
114 already in existence. In other words, Verizon Illinois did not build new facilities for the
115 purpose of interconnecting with these CLECs.

116 **Q. In your opinion, is this fact important?**

117 A. Very much so. The heart of NCC's Complaint is that Verizon Illinois inhibits
118 competition by requiring interconnecting CLECs to wait for new fiber facilities to be
119 built to accommodate their interconnections rather than permitting the CLECs to
120 interconnect at existing facilities. While NCC highlights an alleged retail/wholesale
121 distinction, the rationale underlying the alleged distinction is NCC's assertion that despite
122 existing facilities used by retail customers, Verizon requires CLECs to interconnect to
123 newly built fiber facilities that are dedicated to wholesale use. This really boils down to
124 whether Verizon permits CLECs to interconnect to existing facilities, irrespective of
125 whether such facilities are also used by retail or wholesale customers, or requires CLECs
126 to wait for new fiber facilities to be built for interconnection. NCC witness Mr. Dawson
127 explains that it is the alleged delay that results from the need to build new facilities that
128 amounts to discriminatory conduct and causes harm to CLECs. (*See*, Dawson Direct
129 Testimony, p. 20, ln. 18-27). Accordingly, Attachment KJA-1 goes right to the heart of
130 NCC's Complaint in that it demonstrates that as of October, 2002, Verizon Illinois had
131 interconnected with numerous carriers other than NCC at existing facilities.

132 **Q. NCC alleges that the only reason Verizon Illinois agreed to interconnect with NCC**
133 **at an existing facility was because NCC filed its Complaint with the ICC. (*See*,**
134 **Dawson Dir. Test., p. 14, ln. 6-10). Does Attachment KJA-1 address this allegation?**

135 A. Yes. Attachment KJA-1 demonstrates that Verizon Illinois had interconnected with
 136 thirty-one (31) other carriers at existing facilities both before and at the time of NCC's
 137 interconnection. None of these other interconnected carriers identified in Attachment
 138 KJA-1 filed complaints with the ICC. In fact, NCC's Complaint is the first and only
 139 CLEC complaint with the ICC concerning Verizon Illinois' interconnection practices.
 140 Clearly, Verizon Illinois' willingness to interconnect with these thirty-one other CLECs
 141 at existing facilities did not turn on whether the CLECs file complaints with the ICC.

142 **Q. It appears that many of the interconnected carriers identified in Attachment KJA-1**
 143 **are wireless carriers. Is that correct?**

144 A. Yes. However, the Attachment identifies three interconnections that took place at
 145 existing facilities with CLECs. In particular, the Attachment identifies the following
 146 CLEC interconnections: NCC, Delta Communications, and Globaleyes Tel. Inc.

147 **Q. Is there anything further that you would like to point out with regard to the three**
 148 **CLEC interconnections?**

149 A. Yes. Noted under the Attachment's last column entitled "Facility Type" is whether the
 150 existing facility where interconnection took place is a copper or a fiber facility. As you
 151 can see, the notation for each of the three CLEC interconnections is "copper." This
 152 demonstrates that Verizon Illinois completed these three CLEC interconnections on
 153 existing copper facilities.

154 **Q. Does the use of existing copper facilities equate to those facilities being shared with**
 155 **retail customers?**

156 A. Not necessarily. Just like wholesale customers, retail customers may be served by either
 157 copper or fiber facilities. However, copper, not fiber, was the material traditionally used

in Verizon Illinois' network. While fiber certainly has been incorporated as part of the network in more recent years, the capacity carrying capabilities of fiber are much greater than copper. Thus, fiber facilities tend to be installed and used in locations where capacity requirements are greater. Carrier and large volume retail business customers would, as a result, be more likely to have fiber installed in a location to meet their needs than would smaller volume retail customers. Accordingly, to the extent one can generalize on these matters, it is much more likely that existing copper facilities would also be used to serve smaller volume retail customers than wholesale carrier customers.

Q. Do you draw any conclusions from this generalization?

A. Yes. Given that the three CLEC interconnections identified in Attachment KJA-1 took place at copper facilities, it is more likely Verizon Illinois interconnected those three CLECs on existing facilities that are shared with retail customers than with wholesale customers.

Q. Recognizing that most of the interconnections identified in Attachment KJA-1 are with wireless carriers, do you believe that those interconnections have any relevancy to the ICC's determination of whether Verizon Illinois permits CLECs to interconnect on existing facilities?

A. Yes. NCC advances a competitive motive for Verizon Illinois' alleged refusal to interconnect with CLECs on existing facilities. NCC asserts that by making CLECs wait for Verizon Illinois to build new facilities, Verizon Illinois creates a delay that effectively drives CLECs out of business, thus lessening Verizon's competition. (*See, Dawson Dir. Test., p., 16, ln. 18-28*). The fact that Verizon Illinois also interconnects with wireless carriers on existing facilities is, therefore, relevant because Verizon Illinois also faces

competition from wireless carriers. NCC witness Mr. Dawson agrees. Attached to my testimony as Attachment KJA-2 are two discovery responses issued by Mr. Dawson wherein Mr. Dawson admits that local exchange carriers face competition from wireless carriers. Accordingly, to the extent that Verizon Illinois has an incentive to inhibit CLECs' competitive advancements by requiring CLECs to wait for new facilities to be built for interconnections, Verizon Illinois has the same incentive with respect to wireless carriers. Attachment KJA-1 demonstrates that Verizon Illinois, nonetheless, interconnects with wireless carriers at existing facilities. This demonstrates Verizon Illinois' willingness to interconnect with all carrier types on existing facilities despite any alleged competitive motive to do otherwise.

Q. While Attachment KJA-1 identifies a number of interconnections that Verizon Illinois performed on existing facilities, are you aware of any instance when Verizon Illinois has, in fact, refused to perform an interconnection on existing facilities?

A. Setting aside the issues of technical feasibility and capacity discussed above, I am not aware of any instance when Verizon Illinois has refused to perform an interconnection on existing facilities. In fact, as a result of one of NCC's discovery requests issued to Verizon Illinois in this case, Verizon Illinois was required to conduct a limited review of a number of CLEC interconnections where the interconnecting CLECs had very small forecasts of less than two T1s² and determine whether any of the interconnecting CLECs were required to wait for Verizon Illinois to build fiber facilities for their interconnections. In performing that review, Verizon Illinois did not identify a single instance that a CLEC was required to wait for Verizon Illinois to build a new facility for

² T1s (also known as DS1s) and DS3s are the transport "pipelines" that carry traffic. 24 T1s equal 1 DS3.

interconnection against the CLEC's wishes when the CLEC wanted to interconnect on existing facilities. I have attached as Attachment KJA-3 to my testimony Verizon Illinois' response to NCC's Data Request Number 29.

Q. In your last answer, you qualified your response as any instance when a "CLEC was required to wait for Verizon Illinois to build a new facility for interconnection against the CLEC's wishes." Could you explain why?

A. Yes. Unlike NCC, many carriers prefer the construction of new fiber facilities for interconnection purposes. It must be understood that CLECs operate competitive businesses and, therefore, generally want to operate on the best facilities available. Fiber happens to be the most recently innovated and best available telecommunications technology. Accordingly, given the overall benefits of fiber, many CLECs actually request that Verizon Illinois construct new fiber facilities to the satisfaction of the CLECs' business needs.

Q. You stated that Verizon Illinois did not identify any instance when a CLEC was required to wait for Verizon Illinois to build a new facility for interconnection against the CLEC's wishes. Do you know whether NCC has been able to identify any such instance?

A. I have attached to my testimony as Attachment KJA-4 certain of NCC's responses to Verizon Illinois' Data Requests in this proceeding. These Data Requests were directed to NCC as a company as well as individually to Mr. Lesser and Mr. Dawson, all of which were requested to identify any known instance that a CLEC was required to wait for Verizon Illinois to construct a fiber facility for interconnection. Neither NCC, Mr. Lesser

225 nor Mr. Dawson were able to identify a single known instance that Verizon Illinois
226 required a CLEC to wait for a fiber facility to be constructed for interconnection.

227 **Q. During the time you were employed by Verizon, were you personally ever aware of**
228 **an instance when Verizon Illinois refused to permit a CLEC to interconnect to an**
229 **existing network facility?**

230 A. No, I was not, irrespective of whether the existing facilities were also used by other retail
231 or wholesale customers.

232 **Q. Was your position of employment with Verizon one in which you would have been**
233 **informed should Verizon Illinois have the type of policy or practice NCC alleges?**

234 A. Yes. CLEC interconnection is considered a product under the control of Product
235 Management. Product Management is responsible for interfacing and coordinating all
236 aspects of products with other departments. A key product factor is developing practices
237 and policies that govern the products.

238 **Q. During the time that you were employed by Verizon, were you ever informed of a**
239 **Verizon Illinois policy or practice to refuse to permit CLECs to interconnect to**
240 **existing network facilities?**

241 A. No, I was not.

242 **Q. Did Verizon Illinois refuse to permit NCC to interconnect to existing facilities in**
243 **Illinois?**

244 A. No. In fact, NCC is one of the three CLECs identified in Attachment KJA-1 that Verizon
245 Illinois has interconnected to existing facilities. While NCC alleges that the only reason
246 Verizon Illinois did so was because NCC filed its Complaint, NCC's allegation is not

consistent with the fact that Verizon Illinois interconnected with five (5) other CLECs and twenty-six (26) wireless carriers on existing facilities even though those carriers did not file complaints with the ICC. Also, the facts surrounding NCC's interconnection with Verizon Illinois, which I discuss below in detail, belie NCC's assertion that Verizon Illinois would not have interconnected with NCC on existing facilities but for NCC's Complaint.

Q. In your opinion, does Verizon Illinois have a policy or practice of refusing to permit CLECs to interconnect to existing network facilities?

A. No. Based on my experiences as a former employee of Verizon as well as all of the factual information that I have discussed above, it is my opinion that Verizon Illinois will interconnect with CLECs on existing network facilities irrespective of whether such facilities are also used by either retail or other wholesale customers.

Q. In your opinion, does Verizon Illinois require a "fiber build" for CLEC interconnection?

A. No. This question is really just another way of asking if Verizon Illinois refuses to permit CLECs to interconnect on existing facilities. Accordingly, just as Verizon Illinois does not refuse to interconnect with CLECs on existing facilities, Verizon Illinois does not require CLECs to wait for Verizon Illinois to build fiber facilities to accommodate the CLECs' interconnections.

Q. Is there any additional factual support for your conclusion apart from that noted above when the question is asked using the "fiber build" language?

A. Yes. I discuss an e-mail below that was sent from Ms. McKernan to Mr. Lesser in December, 2001. As part of this e-mail there exists what I will call an "e-mail trail" for

lack of a better term. The e-mail trail includes an e-mail from Mr. Charles Bartholomew to Ms. McKernan that is dated December 11, 2001. In that e-mail, Mr. Bartholomew clearly states that “VZwest³ does not require a fiber build in order to interconnect.” (*See*, Att. DMM-2 (footnote added)).

II.
Alleged Events in other States

Q. Both Mr. Lesser and Mr. Dawson commit an enormous amount of their testimonies to discussing events that have allegedly taken place in the former Bell Atlantic states of West Virginia, New York and Maryland. Do you have any reaction to their reliance on alleged events in these other states?

A. Yes, I find their reliance on these alleged events misplaced for two reasons.

Q. What is your first reason?

A. While I am not an attorney and do not intend to render a legal opinion, it is my understanding that the ICC does not have the authority to regulate carrier that operate in states other than Illinois, or events that take place in connection with those carriers.

Q. What is your second reason?

A. CLEC interconnection takes place at the operating company ILEC level. As a result, just because one thing may be true with regard to a Verizon ILEC in one state does not necessarily mean that the same thing is true with regard to other Verizon ILECs in other states.

Q. Are you saying that Verizon’s national management does not maintain consistency across all of its operating territories?

³ VWest means Verizon West which is a reference to the former GTE states, including Illinois.

293 A. Verizon's national management would certainly try to maintain consistency across all
294 territories. However, each Verizon ILEC is subject to different influencing factors. For
295 example, each Verizon ILEC is regulated by a different state commission. State
296 commissions are independent in their operations, are creatures of different state
297 legislatures, have developed their own policies and regulations, and have their own
298 unique histories. All of these factors influence and result in ILECs operating somewhat
299 differently in each state. With regard to interconnection, I was part of the workshop
300 process to develop interconnection guidelines in Illinois. While the workshop process
301 certainly took place in most, if not all, states, I think it must be clear as a matter of
302 common sense that the outcome of such efforts differed across states.

303 **Q. Would you like to share any other examples?**

304 A. Yes, another example would be the different histories of each of the Verizon affiliate
305 ILECs. As the ICC is aware, Verizon resulted from the merger of the former Bell
306 Atlantic and GTE companies. Verizon Illinois was formerly part of GTE. Given the
307 separate ownership histories of the various ILECs that are now part of Verizon that
308 existed during the development of the various ILECs' physical infrastructures, the
309 various Verizon ILECs have physical networks that differ from each other. While this is
310 true across all of the Verizon ILECs, it is even more true as between the former Bell
311 Atlantic and GTE ILECs.

312 **Q. Other than ownership histories, is there anything else that you believe has**
313 **contributed to the difference in the physical networks of the former GTE and**
314 **former Bell Atlantic Verizon ILECs?**

315 A. Yes. As a general matter, the former GTE ILECs, including Verizon Illinois, operate in
316 more rural areas than the former Bell Atlantic ILECs. The rural versus urban setting

would contribute to differences in the physical networks of the former GTE and Bell Atlantic ILECs.

Q. Starting on page 6, line 25 and continuing to page 7, line 13, NCC witness Mr. Dawson provides what he asserts to be a description of the development of Verizon's network into categories of retail and wholesale facilities. Is Mr. Dawson's description accurate with respect to Verizon Illinois?

A. No. Verizon Illinois' network did not develop along wholesale/retail lines as Mr. Dawson describes. Based on my time as a Network Planner for central office and inter-office equipment, I know that the establishment or augmentation of switching equipment and fiber routes was not segregated into retail or wholesale.

Q. Do you know whether Mr. Dawson has any actual knowledge of Verizon Illinois' physical network or the manner in which it developed?

A. No, he does not. Mr. Dawson admitted in response to Verizon Illinois' data requests that he does not have any actual knowledge of Verizon Illinois' network. I suspect that Mr. Dawson simply assumed that Verizon Illinois' network may have developed in the manner that other carriers' networks were developed in other parts of the country. I have attached Mr. Dawson's responses to Verizon Illinois' data requests to my direct testimony as Attachment KJA-5.

Q. NCC emphasizes that Ms. McKernan is its Account Manager coast to coast. Does Ms. McKernan's performance of her job as NCC's account manager on a national basis render non-existent the differences that may exist between the Verizon ILECs across the states?

A. No. While Verizon Account Managers are currently assigned on a nationwide basis, actual interconnection occurs at the ILEC level. Accordingly, it is the individual Verizon

ILECs that actually control the substantive and technical decisions in the interconnection process.

Q. In your opinion, is the fact that the individual ILECs are the actual decision-makers on substantive and technical issues the reason that Ms. McKernan sought out Verizon personnel responsible for Illinois to address NCC's questions with regard to interconnection in Illinois?

A. Yes. Account Managers are not intended to personally have answers to CLECs' substantive and technical questions. Rather, the role of Account Managers is that of intermediaries and facilitators. Ms. McKernan appropriately sought out Mr. Bartholomew to respond to NCC's substantive questions pertaining to Illinois because Mr. Bartholomew's responsibilities cover several of the former GTE states, including Illinois.

Q. So it is your opinion that the events alleged to have taken place in West Virginia, New York and Maryland should have no bearing on the ICC's determination in Illinois?

A. Yes. While I do not know the facts of what took place in those states or the reasons therefore, I can state that Verizon Illinois did not have or implement a policy/practice not to interconnect with CLECs at existing facilities in Illinois.

III. December, 2001 E-Mail

Q. Where you involved as a Verizon employee in responding to the inquiry posed by NCC in December, 2001, regarding the ability to interconnect on existing facilities in Illinois?

A. Yes.

365 **Q. When did you first become aware of NCC's efforts to interconnect with Verizon**
 366 **Illinois?**

367 A. I first became aware of NCC's interconnection efforts on December 12, 2001, when Ms.
 368 Candace Thompson, who is the Manager - Technical Support for Verizon Wholesale
 369 Services - West,⁴ and Mr. Charles Bartholomew, who is in the Technical Support Group
 370 responsible for the former GTE operating territories, called me in my office.

371 **Q. How did you know it was Ms. Thompson and Mr. Bartholomew?**

372 A. They identified themselves, and I recognized their voices from speaking with them on
 373 earlier occasions.

374 **Q. Did anyone else participate in your telephone conversation?**

375 A. No.

376 **Q. What discussion took place?**

377 A. The discussion occurred primarily between myself and Mr. Bartholomew. Mr.
 378 Bartholomew told me he had received an inquiry from a CLEC interested in
 379 interconnecting in Illinois with regard to whether the CLEC could interconnect using an
 380 "enterprise services mux." Mr. Bartholomew further told me that he understood the term
 381 "enterprise services mux" to mean a retail service, such as a DS1 Primary Rate Interface
 382 ("PRI")⁵ or a business dial tone line. He asked me if I had the same understanding.

383 **Q. What was your response?**

384 A. Although the term is not one that is common or standard in the former GTE operating
 385 territories, I agreed with Mr. Bartholomew's understanding of the term's meaning and
 386 told him so.

⁴ West references the former GTE operating territories, including Illinois.

⁵ A DS1 PRI is a service that provides 23 data capable lines on one facility along with a main phone number.

387 **Q. Did you discuss anything further with Mr. Bartholomew?**

388 A. Yes. Mr. Bartholomew said that as part of the inquiry he had been told Verizon East has
389 a policy against interconnecting at facilities described as “enterprise services muxes.” I
390 wanted to confirm this statement with my counterpart, Mr. Peter D’Amico, who is
391 responsible for the former Bell Atlantic operating territories. I asked Mr. Bartholomew
392 to wait for me to talk to Mr. D’Amico before responding to the CLEC’s inquiry.

393 **Q. Did you subsequently talk with Mr. D’Amico?**

394 A. Yes. I telephoned him on the following day at his office phone number. I recognized
395 Mr. D’Amico’s voice as I had previously spoken with him on numerous occasions.

396 **Q. Did anyone else participate in your telephone call to Mr. D’Amico?**

397 A. No.

398 **Q. What did you say to Mr. D’Amico?**

399 A. Initially, I told him I had received an inquiry whether a CLEC could use an “enterprise
400 services mux” for interconnection in Illinois. I also told him that I understood the term to
401 mean a PRI or business dial tone line, and asked whether he had the same understanding?

402 **Q. What was Mr. D’Amico response?**

403 A. Mr. D’Amico stated that while he did not believe the term was common or standard, he
404 agreed with my understanding that the term means a PRI or business dial tone line.

405 **Q. Did you discuss anything further with Mr. D’Amico?**

406 A. Yes. I asked whether it would be possible for a CLEC to interconnect using a PRI or
407 business dial tone line in Verizon East.

408 **Q. What was Mr. D’Amico response?**

409 A. He confirmed that CLECs could not use PRIs or business dial tone lines for
410 interconnection in Verizon East.

411 **Q. Did you relay your findings to Mr. Bartholomew?**

412 A. Yes. I telephoned Mr. Bartholomew in his office after I finished my telephone call with
413 Mr. D’Amico. I advised Mr. Bartholomew that the “policy” is the same as the East, in
414 that, Verizon Illinois does not provide CLEC interconnections using PRIs or business
415 dial-tone lines.

416 **Q. Does this mean that Verizon Illinois has a policy against CLEC interconnection on**
417 **existing network facilities that are also used by retail customers?**

418 A. No. It means that Verizon Illinois does not provide CLEC interconnections using retail
419 services such as PRIs or business dial-tone lines.

420 **Q. Do you know whether NCC has been informed that Mr. Bartholomew’s**
421 **interpretation of the term “enterprise services mux” was a retail service such as a**
422 **PRI or business dial tone line?**

423 A. Yes. Verizon Illinois informed NCC of Mr. Bartholomew’s interpretation of the term as
424 part of Verizon Illinois’ responses to NCC’s first set of discovery in this proceeding.
425 Verizon Illinois’ response to the relevant NCC data request is attached hereto as
426 Attachment KJA-6.

427 **Q. Do you know whether it would be technically feasible to perform CLEC**
428 **interconnections using PRIs or business dial tone lines?**

429 A. The problem with using either PRIs or business dial tone lines is that both are line side
430 (as opposed to trunk side) connections to the switch. As such, usage on the trunk side
431 could not be tracked or recorded, and accurate billings could not be rendered.

432 **IV.**
433 **Lack of Delay**

434 **Q. Have you had an opportunity to familiarize yourself with the steps that were taken**
435 **by Verizon Illinois to interconnect NCC?**

436 A. Yes. I have reviewed the direct testimonies of Ms. Dianne McKernan and Mr. Charles
437 Bartholomew, which detail the steps they took in connection with NCC's request to
438 interconnect with Verizon Illinois. As part of that review, I have also assessed the e-mail
439 communications between Ms. McKernan and Mr. Bartholomew that relate to NCC's
440 request for interconnection with Verizon Illinois. Finally, I have reviewed NCC's
441 Complaint and the direct testimonies of NCC's witnesses Mr. Todd Lesser and Mr. Doug
442 Dawson to identify how NCC believes Verizon Illinois delayed NCC in Illinois.

443 **Q. What have you used as your basis for comparison to assess whether Verizon Illinois**
444 **delayed NCC's interconnection in Illinois?**

445 A. Initially, as I noted above, in my former position in Product Management with Verizon, I
446 participated in industry workshops to develop the details of the CLEC interconnection
447 process. These workshops really dealt with what I will call the nuts-and-bolts of the
448 process. Based on this experience, I believe I have knowledge of how the process is
449 intended to work. In addition, in my work with Product Management, I have been
450 involved in hundreds of CLEC interconnections since the passage of TA96. I also
451 worked with interconnections prior to TA96 as Staff Product Manager when it was
452 basically Wireless Providers interconnecting to GTE's network. When TA96 went into
453 effect, I was a part of an Interconnection Inter-functional Team ("IFT") that was
454 established to re-work all steps of interconnection to ensure that GTE was compliant with
455 TA-96. The IFT was comprised of representatives from Account Management,
456 Technical Support, Ordering & Billing, Engineering, Regulatory and Product
457 Management. The IFT identified what procedures, processes and systems would need to
458 be updated in order to be compliant with TA-96. During this time, I was promoted from
459 Staff Product Manager to Product Manager then to Senior Manager. As Senior Manager,

I supervised a staff of four that interfaced on a daily basis with Account Management, Ordering & Billing, Regulatory and Engineering to resolve interconnection issues. When GTE and Bell Atlantic merged, my staff and I managed CLEC and Wireless interconnection in Verizon West areas. Based on this experience, I believe I have knowledge of how other CLEC interconnections have been routinely handled as well as the time frames routinely associated with interconnections.

Q. What is your overall assessment of whether Verizon Illinois delayed NCC's interconnection in Illinois?

A. I do not believe that Verizon Illinois delayed NCC's interconnection in Illinois. Rather, it is my opinion that any delay in NCC's interconnection resulted directly from NCC's own actions (or lack thereof). NCC had not completed the steps necessary for interconnection that NCC needed to take on its own behalf prior to July 24, 2002, when NCC submitted its ASRs to Verizon Illinois. Once Verizon Illinois received NCC's ASRs, it is my opinion that Verizon Illinois completed NCC's interconnection within a reasonable and timely period.

Q. Let's walk through the details. What steps are traditionally necessary for a CLEC to take on its own behalf to establish interconnection?

A. To initiate interconnection, it is customary for the CLEC to have an Interconnection Agreement ("IA") with the ILEC. It is also routine for the CLEC to provide traffic forecasts, and to submit ASRs as the CLEC's official interconnection order. However, in addition to these items, there are also several steps that a facility-based CLEC, like NCC, must perform before it will be in a position to interconnect and, as a result, before it will be in a position to submit its ASRs. A facility-based CLEC must have a switch, a physical location to interconnect and NPA/NXXs (area code and first three numbers,

a.k.a. “number Prefixes”) from Neustar. Also, it is important to note that before service can be offered in Illinois, a CLEC’s tariffs must be filed and approved by the ICC.

Q. As of December 7, 2001, when NCC claims to have initiated its interconnection request, did it have all of these requirements completed?

A. No. It did not have any of the requirements completed.

Q. Let’s explore these requirements one at a time. What is an IA and why is it important?

A. An IA is a formal contract that dictates the terms and conditions of the interconnection. The IA contains each interconnecting party’s responsibilities and requirements in relation to the interconnection. The IA also sets forth recourse provisions. As the IA is a formal contract, it is agreed to by the interconnecting parties and executed by the parties’ signatures. While I am not an attorney and do not intend to render a legal opinion, it is my understanding that the requirement to have an IA comes from the federal Telecommunications Act of 1996 (“TA96”). Given that the IA is the formal contract that sets forth the parties’ rights and obligations as well as the terms and conditions of interconnection, it is my understanding entering into an IA should be the first step that is addressed once a CLEC indicates its intent to interconnect with an ILEC.

Q. Was NCC aware that it needed an IA with Verizon Illinois?

A. NCC should have been aware of this requirement because, as I mention above, the IA is a requirement that flows from TA96. Nonetheless, even if NCC was not, for some reason, aware of this TA96 requirement, Ms. McKernan advised Mr. Lesser’s of NCC’s need to enter into an IA with Verizon Illinois on December 11, 2001, within a single business day of receiving Mr. Lesser’s initial e-mail regarding interconnection in Illinois. Not only did Ms. McKernan notify Mr. Lesser of this TA96 requirement, but she also, without waiting

for a request from Mr. Lesser, sent Mr. Lesser the contact information for the person that could assist NCC in entering into an IA with Verizon Illinois. (*See*, Att. DMM-2).

Q. Has NCC asserted that Ms. McKernan's actions in providing this information to Mr. Lesser were an alleged attempt on the part of Verizon Illinois to delay NCC's interconnection in Illinois?

A. Yes. It appears to me that NCC has made such an assertion. In Paragraph 8 of NCC's Complaint, NCC alleges as follows:

The next day, on December 11, 2001, [Verizon Illinois] began its delay tactics in earnest, claiming that it did not have any record of an interconnection agreement with [NCC], effectively bringing all steps toward interconnection to a halt. This was despite [Verizon Illinois'] knowledge that [NCC] was a certificated CLEC and that [Verizon Illinois] was obligated to deal with [NCC] in good faith in order to effectuate the pro-competitive policies of the Illinois Public Utilities Act and the Telecommunications Act of 1996.

(*See*, Complaint, ¶8).

Q. Let's talk about the allegations in Paragraph 8 of NCC's Complaint. NCC asserts that Verizon Illinois "claimed" there was no record of an IA between NCC and Verizon Illinois. Do you know whether or not NCC had an IA with Verizon Illinois at that time?

A. No. Ms. McKernan's findings were correct that NCC had not entered into an IA with Verizon Illinois at that time.

Q. Did Ms. McKernan's actions in notifying Mr. Lesser of the lack of an IA "effectively bring all steps toward interconnection to a halt" as NCC alleges?

A. Certainly not. In fact, Mr. McKernan's actions had the opposite effect of actually advancing the steps toward the completion of an interconnection. As I discussed above, the IA is required by TA96, and is the formal contract that sets forth the parties' rights and obligations as well as the terms and conditions of interconnection. Given the control

that the IA has over the manner in which the interconnection process is performed, Ms. McKernan was absolutely correct in encouraging NCC to enter into an IA immediately.

Q. Was progress made on NCC's interconnection prior to NCC's IA with Verizon Illinois becoming contractually effective?

A. No, progress was not made during that time period. However, the reason progress was not made was not a lack of effort on the part of Verizon Illinois. Verizon Illinois took steps to proceed with NCC's interconnection despite NCC's lack of an IA with Verizon Illinois. Rather, in my opinion, the reason for the lack of progress was NCC's failure to respond to Verizon Illinois' attempts to proceed with interconnection.

Q. Could you explain your prior answer?

A. Initially, it is important note the time frame within which NCC effectuated an IA with Verizon Illinois:

- December 11, 2001, Ms. McKernan informs Mr. Lesser of NCC's need to enter into an IA with Verizon Illinois. (*See*, Att. DMM-2).
- January 13, 2002, approximately one month later, NCC advises Ms. McKernan of its intent to adopt the AT&T IA for Illinois. (*See*, Att. DMM-4).
- February 5, 2002, NCC's adoption of the AT&T IA became contractually effective.

Keeping this time frame in mind, on December 18, 2001, which was only one week after Ms. McKernan informed Mr. Lesser of NCC's need to enter into an IA with Verizon Illinois, Mr. Bartholomew responded to a request for information regarding collocation from Mr. Lesser. At the same time, although Mr. Lesser had not solicited any further information regarding interconnection, Mr. Bartholomew also informed Mr. Lesser of the initial steps NCC would need to take to proceed with interconnection in Illinois. (*See*, Att. DMM-3). In my opinion, Mr. Bartholomew's voluntary provisioning of this information was a clear invitation to NCC to continue moving forward with the

interconnection process despite the fact that NCC had not yet effectuated an IA with Verizon Illinois.

It is also my opinion that the reason further progress was not made at this time was because neither Mr. Lesser nor any other representative of NCC responded to Mr. Bartholomew's voluntary effort to proceed with interconnection. In fact, NCC did not respond in any fashion until after Ms. McKernan re-sent Mr. Bartholomew's December 18, 2001, e-mail to Mr. Lesser on February 14, 2002. At that time, as NCC had not responded to Mr. Bartholomew's e-mail during the prior two month period, Ms. McKernan asks Mr. Lesser if NCC still intends to proceed with interconnection in Illinois. She further follows up on Mr. Bartholomew's previous effort by asking Mr. Lesser to provide forecast information and a location where NCC would like to interconnect so that Verizon Illinois may proceed with NCC's request for interconnection. (*See*, Att. DMM-5).

Accordingly, based on this course of events, it is my opinion that Verizon Illinois stood ready to proceed with interconnection and, in fact, made efforts toward proceeding with interconnection during the period of time prior to NCC's effectuation of an IA. The reason that no progress was made during the period was NCC's own failure to respond to Verizon Illinois' efforts.

Q. Are you aware that on January 17, 2002, NCC sent Ms. McKernan a letter demanding interconnection in Illinois?

A. Yes. I have attached NCC's January 17, 2002, letter to my direct testimony as Att. KJA-7.

585 **Q. Why did you not include this letter in your review of the steps that the parties took**
586 **toward interconnection in Illinois during the time period before NCC had**
587 **effectuated an IA with Verizon Illinois?**

588 A. Because I would not characterize the letter as a proper attempt to effectuate
589 interconnection. In the letter, NCC simply demands interconnection in Illinois at an
590 unidentified “retail facility.” Such a demand is entirely out of keeping with the normal
591 course of provisioning interconnections. As I discuss below, NCC had not completed
592 any of the steps necessary to place NCC into a position to be ready to interconnect with
593 Verizon Illinois at that time. In other words, NCC’s demand that Verizon Illinois’
594 interconnect with NCC at an unidentified location was completely premature. I would
595 view NCC’s December 17, 2002, letter more as an attempt to posture for anticipated
596 litigation than an attempt to actually effectuate interconnection. In hindsight, given that
597 NCC subsequently filed its Complaint on February 15, 2002, I think that my view is
598 probably correct.

599 **Q. Based on these events that took place as you have detailed them, is it your opinion**
600 **that Ms. McKernan’s e-mail to Mr. Lesser dated December 11, 2001, wherein Ms.**
601 **McKernan informed Mr. Lesser that she could not find an IA for NCC with Verizon**
602 **Illinois effectively brought “all steps toward interconnection to a halt?”**

603 A. No, that would not be my opinion. It is my opinion that Verizon Illinois continued to
604 attempt to take steps toward interconnection, but that NCC did not respond to or
605 reciprocate those attempts. Contrary to NCC’s allegations in its Complaint, it is my
606 opinion that it was NCC’s own actions (or more precisely lack thereof) that halted any
607 progress toward interconnection at that point in time.

608 **Q. As noted, in Paragraph 8 of its Complaint, NCC characterizes Verizon Illinois'**
609 **actions surrounding the IA issue as "not in good faith." In your opinion, is that a**
610 **proper characterization of Verizon Illinois' actions?**

611 A. No. For the same reasons that I stated in my responses to the previous questions, I
612 believe that the actions that were undertaken on behalf of Verizon Illinois were taken in
613 good faith in an effort to assist NCC in proceeding with its request for interconnection in
614 Illinois.

615 **Q. Let's move on to the next item you mentioned as one of the steps that a CLEC needs**
616 **to perform to be in a position to interconnect -- namely, that it is routine for a**
617 **CLEC to provide a traffic forecast. Why is a traffic forecast important?**

618 A. A traffic forecast allows for the ILEC to evaluate potential interconnection possibilities
619 and plan for the future. Future planning primarily includes trunk switching capacity and
620 outside plant transport facility capacity. If the CLEC's plans were to cause capacity
621 problems, or volumes that may result in service standard concerns, the ILEC must be
622 given advanced notice so that precautionary measures can be taken.

623 Overall, it must be remembered that, as a result of TA96, ILECs have hundreds of
624 new carriers interconnected to their networks. These interconnected carriers are
625 independent, separate companies. ILECs are not privy to the interconnected carriers'
626 intents and plans. Except the information that the interconnected carriers provide the
627 ILECs during the interconnection planning process and any further information that the
628 carriers are required to periodically provide the ILECs pursuant to their IAs, the ILECs
629 may likely have absolutely no knowledge about what the interconnected carriers are
630 doing or plan to do in the future. While in a normal business setting such a lack of
631 knowledge may be desirable, when independent carriers interconnect to ILECs'

networks, it is important for ILECs to have some concrete information on the interconnected carriers' planned uses of the ILECs' networks. Otherwise, the ILECs' networks, on which the entire citizenry relies, may be placed in jeopardy. In other words, reliability problems may arise.

Q. Does NCC's IA with Verizon Illinois require NCC to provide a traffic forecast?

A. Yes. Section 37.6.1 requires NCC to provide a non-binding forecast at the time NCC decides to pursue interconnection under the IA. Section 37.6.4 further provides that the parties will participate in "joint planning sessions" to determine the "forecasted number of trunk groups." In addition, Section 5 of Attachment 12 entitled "Capacity Planning," sets forth the following forecasting requirements:

By the end of contract month 1, [NCC] will provide a forecast of the quantities of Local Services, Network Elements, Combinations and Ancillary Functions to be made available to [NCC] during contract year 1, on a State-wide basis.

In addition, [NCC] will furnish a per month quarterly forecast of service order volumes, quantities of Local Services, Network Elements, Combinations and Ancillary Functions on a State-wide basis. These forecasts will be furnished one month before the beginning of the quarter covered by the forecast. These projections will allow [Verizon Illinois] to provide sufficient Staff for the projected demand and to secure appropriate inventories to meet [NCC's] requirements.

Q. Was NCC aware of these requirements?

A. NCC should have been aware of these requirements because they are part of NCC's IA with Verizon Illinois. In addition, both Mr. Bartholomew and Ms. McKernan informed NCC of its need to submit a forecast. In fact, Mr. Bartholomew informed Mr. Lesser of this requirement as early as December 18, 2001, which was very shortly after NCC's initial contact regarding interconnection in Illinois. Mr. Bartholomew sent Mr. Lesser an e-mail on that date wherein he advised Mr. Lesser of the need to provide a forecast. (*See*, Att. DMM-3). Ms. McKernan subsequently contacted NCC on February 14, 2002, (*see*,

Att. DMM-5), and again on February 15, 2002 (*see*, Att. DMM-7), requesting this information.

Q. Did NCC ever provide the necessary traffic forecast?

A. Yes, but not until February 15, 2002. The date that NCC finally submitted its forecast is notable for two reasons. First, the date was almost two months after Mr. Bartholomew advised Mr. Lesser of NCC's requirement to provide a forecast. Second, NCC provided its forecast the same day that NCC filed its complaint with the ICC. This latter point is important because it demonstrates that NCC had not fulfilled its requisite obligations under the IA for interconnection in Illinois at the time that NCC filed its Complaint with the ICC, yet NCC asserted in its Complaint that Verizon Illinois was to blame for NCC not yet being interconnected.

Q. Given your opinion that NCC did not provide a forecast until February 15, 2002, how do you explain the information Mr. Lesser provided in his initial e-mail to Ms. McKernan regarding interconnection in Illinois dated December 7, 2001?

A. The information in Mr. Lesser's December 7, 2001, e-mail was very imprecise. In that e-mail, Mr. Lesser initially stated that NCC needed less than 28 T1s for toll traffic. In the very next sentence, Mr. Lesser changed the number to 10 T1s. Mr. Lesser changed the number yet again in the next sentence to 4 T1s. Mr. Lesser also indicated that NCC would only need 2 T1s for local traffic.

In my opinion, Mr. Lesser's statements are more confusing than helpful. Mr. Lesser's forecast changes from 28 T1s to 4 T1s for toll traffic in a single e-mail. Verizon Illinois would have been guessing had it tried to assign capacity to NCC on the basis of the information (which I would characterize as a moving target) that Mr. Lesser provided in his December 7, 2001, e-mail.

687 In effect, it appears, especially in hindsight, that Mr. Lesser was asking Verizon
688 Illinois to provide whatever amount of capacity Verizon Illinois could provide to NCC.
689 The parties' IA certainly contemplates that this aspect of the parties' relationship would
690 flow in the opposite direction, i.e., that interconnection would be provided based on the
691 interconnecting CLEC's requirements not based on any arbitrary amount of capacity that
692 the ILEC would give to the interconnecting CLEC. If all CLECs posed such a question
693 to Verizon Illinois, I think that the resultant situation would be complete paralysis in
694 terms of advancing with any interconnections. Such a situation would place Verizon
695 Illinois in the position of assigning capacity to hundreds of CLECs, whose underlying
696 business needs Verizon Illinois does not know, based on the CLECs' simple requests just
697 to have Verizon Illinois assign whatever capacity it has available. Presumably because
698 Verizon Illinois could not respond in the face of such a situation, the IA provides that the
699 interconnecting CLEC will provide an actual forecast of its needs to Verizon Illinois.

700 **Q. Are you aware of any additional information that would assist in shedding light on**
701 **the reliability of the information Mr. Lesser provided in his December 7, 2001, e-**
702 **mail?**

703 A. Yes. When NCC finally provided its forecast on February 15, 2002, it called for a
704 significantly greater amount of capacity than Mr. Lesser had originally indicated in his
705 December 7, 2001, e-mail. Specifically, on February 15, 2002, Mr. Lesser informed Ms.
706 McKernan that NCC's forecast called for 24 T1s (or 1 DS3) for local traffic and 96 T1s
707 (or 4 DS3s) for toll traffic. These numbers are significantly greater than the 2 T1s for
708 local traffic and 4 T1s for toll traffic that Mr. Lesser had indicated in his December 7,
709 2001, e-mail. It seems clear, given this significant increase, that the numbers contained
710 in Mr. Lesser's December 7, 2001, e-mail were not reliable.

711 **Q. In your opinion, did Verizon Illinois delay NCC in any respect with regard this issue**
712 **of forecasting?**

713 A. No. Verizon Illinois appropriately sought NCC's forecast information in accordance with
714 the parties' IA. While the inclusion of a forecast requirement in the IA should, I believe,
715 be a sufficient basis for Verizon Illinois seeking the information, as I explained above,
716 there is a valid reason why Verizon Illinois, as well as all ILECs, need to obtain forecast
717 information.

718 **Q. In your opinion, did NCC's failure to provide Verizon Illinois with its forecast**
719 **earlier than February 15, 2002, delay NCC's interconnection progress?**

720 A. Most definitely. The forecast information was basic, underlying information that Verizon
721 Illinois needed to proceed with NCC's interconnection in Illinois. Verizon Illinois asked
722 for a forecast as early as December 18, 2001. (*See*, Att. DMM-3). NCC's failure to
723 provide its forecast until February 15, 2002, meant that Verizon Illinois could not
724 proceed in the process of planning NCC's interconnection until February 15, 2002.
725 Again, it is notable that NCC did not provide this essential information until the very date
726 that NCC filed its Complaint with the ICC. In effect, it is my opinion that NCC
727 essentially tied Verizon Illinois' hands up to the time that NCC filed its complaint by
728 withholding its forecast information and then chose to blame Verizon Illinois for
729 allegedly causing the delay.

730 **Q. Turning to another interconnection requirement that you identified as a CLEC**
731 **responsibility -- the identification of a location for interconnection -- Mr.**
732 **Bartholomew testifies in his direct testimony that he thought it was unusual for**
733 **NCC to ask Verizon Illinois to locate a place for NCC to interconnect. Do you agree**
734 **with Mr. Bartholomew's perception?**

735 A. Yes. Again, because Verizon Illinois does not know any CLEC's individual or specific
 736 business needs, it is customarily the CLEC's responsibility to identify a location where
 737 the CLEC would like to interconnect. Verizon Illinois would then determine whether the
 738 CLEC's identified location has sufficient capacity for the CLEC's interconnection
 739 (which, notably, Verizon Illinois would determine based on the CLEC's previously
 740 submitted forecast information).

741 **Q. Does NCC's IA with Verizon Illinois place on NCC a requirement to identify a**
 742 **location for interconnection?**

743 A. Yes. Section 37.6.1 of NCC's IA provides that NCC shall provide written notice of its
 744 intent to interconnect in any LATA which "notice shall include (i) the Wire Centers that
 745 [NCC] has designated in the LATA." The "Wire Center" will be the CLEC's chosen
 746 location for interconnection.

747 **Q. Did NCC provide Verizon Illinois with a requested location for interconnection?**

748 A. No, not at first. Rather, NCC inappropriately placed the burden on Verizon Illinois to
 749 find NCC an interconnection location. On February 14, 2002, after failing to respond to
 750 Mr. Bartholomew's December 18, 2001, e-mail for almost two months, Mr. Lesser sends
 751 the following e-mail to Verizon Illinois:

752 Please provide me a list of locations where you have sufficient capacity
 753 where I can turn up in thirty days. As I have told you before, I am
 754 completely flexible as far as locations. While I do not expect you to
 755 choose my location for me, I do expect you to cooperate in providing me
 756 the information on locations where you have sufficient capacity to avoid
 757 having to wait six months to a year for a fiber build. (See, Att. DMM-6)
 758

759 **Q. How do you perceive this request by Mr. Lesser?**

760 A. Mr. Lesser, essentially, asked Verizon Illinois to perform NCC's leg work in tracking
 761 down available locations. To make problems worse, as I discuss above, Verizon Illinois
 762 was asked to do so despite the fact that Verizon Illinois was not privy to NCC's business

763 plans and, thus, would be at a significant disadvantage in trying to pick a location where
764 NCC would be satisfied. Nor had NCC, at the time Mr. Lesser made his request,
765 provided Verizon Illinois with satisfactory forecast information. This is not to mention
766 the fact that Mr. Lesser was asking Verizon Illinois to perform a requirement that the
767 parties' IA clearly placed on NCC.

768 **Q. Is there anything further that you would like to point out in connection to Mr.**
769 **Lesser's request?**

770 A. Yes. Apart from asking Verizon Illinois to perform NCC's responsibilities, at the
771 conclusion of his February 14, 2002, e-mail, Mr. Lesser demands immediate turn around.
772 He states: "I expect to hear from you by Monday regarding site selection." (*See*, Att.
773 DMM-6). Notably, February 14, 2002, was a Thurs., Mr. Lesser sent his e-mail at 5:04
774 p.m. in California, and the following Monday was a holiday. (*See*, Att. DMM-7).
775 Accordingly, not only did Mr. Lesser ask Verizon Illinois to perform a function that was
776 within NCC's own responsibility, but he demanded that Verizon Illinois do it in a very
777 short period of time.

778 **Q. Do you know whether Verizon Illinois, nonetheless, tried to accommodate NCC's**
779 **request?**

780 A. Yes. Mr. Bartholomew spent employment time identifying possible locations for NCC's
781 interconnection. On February 19, 2002, Mr. Bartholomew forwarded a list of three
782 possible locations. (*See*, Att. DMM-8).

783 **Q. Was NCC satisfied with any of the locations Mr. Bartholomew identified?**

784 A. No. Mr. Lesser complained that one location was allegedly a central office and the other
785 two were buildings at tower bases. (*See*, Att. CB-1).

786 **Q. Despite Mr. Lesser's negative response to Mr. Bartholomew's efforts, did Mr.**
 787 **Bartholomew, nonetheless, continue to try to satisfy Mr. Lesser's request?**

788 A. Yes. Mr. Bartholomew contacted the engineering group in the area to see what types of
 789 buildings the facilities were located in. He informed Mr. Lesser that the first location
 790 was not a central office as Mr. Lesser had claimed. (*See*, Att. CB-1) Mr. Bartholomew
 791 also identified a fourth available location for NCC. (*See*, Att. CB-2).

792 **Q. Should Mr. Bartholomew have checked what types of buildings housed the facilities**
 793 **he had located before identifying them as possible interconnection locations for**
 794 **NCC?**

795 A. No. Mr. Bartholomew's research for interconnection locations was appropriately limited
 796 to identifying facilities with sufficient capacity for interconnection. As I noted above,
 797 Mr. Bartholomew had no way of knowing what type of building NCC would prefer for its
 798 interconnection. It would be useless effort for Mr. Bartholomew to attempt to guess what
 799 type of building NCC would want. The reason that CLECs identify their own
 800 interconnection locations is precisely because CLECs have their own particular thoughts
 801 on what type of buildings they want their interconnections located in.

802 **Q. Were the locations Mr. Bartholomew identified actually suitable for**
 803 **interconnection?**

804 A. Yes. Today, there are carriers interconnected at each of the three locations.

805 **Q. How was an interconnection location finally identified?**

806 A. On February 26, 2002, Mr. Lesser sent Mr. Bartholomew an e-mail with two possible
 807 interconnection locations that NCC had identified. Upon receipt of Mr. Lesser's e-mail,
 808 Mr. Bartholomew had the two locations checked for capacity. On March 1, 2002, Mr.
 809 Bartholomew e-mailed Mr. Lesser that both locations had sufficient capacity for NCC's

interconnection. (*See*, Att. CB-3). However, it was not until March 13, 2002, following the parties' initial interconnection planning meeting, that NCC actually selected one of the two locations for interconnection. (*See*, Att. CB-4).

Q. Have you drawn any conclusions from this course of events?

A. Yes. It seems to me that Verizon Illinois was bound to fail in its attempt to identify an interconnection location for NCC because Verizon Illinois was working to satisfy the unknown desires of a different party. Once NCC acted to fulfill its own responsibility, an interconnection location was quickly identified. Thus, it is my opinion that had NCC acted on its own behalf to identify an interconnection location in the first instance, as the parties' IA required, then an interconnection location would have been identified much more expeditiously.

Q. Why is this point important in connection with NCC's allegations that Verizon delayed NCC's interconnection in Illinois?

A. I believe it demonstrates that any delay in achieving interconnection that resulted from the lack of an identified interconnection location was caused by NCC, not Verizon Illinois.

Q. Moving on to the next item on the list of pre-interconnection requirements you identified as the CLEC's responsibility, what is an ASR?

A. The ASR is considered the industry's official interconnection order form. It was developed by the Ordering and Billing Forum ("OBF"), which is a telecommunications industry forum whose purpose is to address order and billing communication between the members of the telecommunications community. The ASR contains necessary and critical information for the proper installation, completion and billing of interconnection.

833 **Q. Does NCC's IA with Verizon Illinois require NCC to submit an ASR to Verizon**
 834 **Illinois as the official order for interconnection?**

835 A. Yes. Section 37.6.1 of the parties' IA provides that "[NCC] shall issue an ASR to
 836 [Verizon Illinois] ... to order the Interconnection facilities and trunks.

837 **Q. When did NCC submit its ASR to Verizon Illinois?**

838 A. NCC did not submit its ASR until July 24, 2002.

839 **Q. Do you know why NCC did not submit its ASR until July 24, 2002?**

840 A. Based on my reading of the e-mail exchange that followed the parties' first and second
 841 interconnection planning meetings, NCC had not received its number Prefixes for Illinois
 842 from Neustar prior to that time.

843 **Q. Why would NCC have needed number Prefixes to submit its ASR?**

844 A. A required field on the ASR is the identification of number Prefixes. Once a complete
 845 and accurate ASR is received, it is routed to Verizon's Database Administration group to
 846 setup the switch translations. Without the number Prefixes in the switch translations,
 847 calls made to the CLEC would fail because the switch would not have the correct
 848 information to complete the call.

849 **Q. Do you know when NCC applied for number Prefixes for Illinois?**

850 A. Yes. NCC did not apply for Illinois number Prefixes until May 12, 2002, which was
 851 approximately two and a half months after the parties agreed on an interconnection
 852 location. I have attached NCC's applications for Illinois number Prefixes, which NCC
 853 provided in response to a discovery request, to my testimony as Attachment KJA-8.

854 **Q. In your opinion, did the fact that NCC did not apply for number Prefixes until May**
 855 **12, 2002, delay NCC's interconnection in Illinois?**

856 A. Absolutely. NCC could not complete interconnection until it had number Prefixes for its
 857 interconnection location. It is common industry knowledge that there is generally a
 858 period of time, often several months, between a carrier's application to Neustar for
 859 number Prefixes and the carrier's receipt of number Prefixes. The fact that NCC did not
 860 apply for number Prefixes until May 12, 2002, means that NCC could not have been in a
 861 position to actually interconnect with Verizon Illinois at any time prior to May 12, 2002,
 862 or for the period of time afterward during which NCC waited to receive its Prefixes from
 863 Neustar.

864 **Q. Do you believe this fact influences the validity of NCC's allegations of delay?**

865 A. Yes. It certainly begs the question of how Verizon Illinois could have possibly delayed
 866 NCC's interconnection when NCC was not, itself, ready to interconnect until some time
 867 after May 12, 2002.

868 **Q. You mentioned interconnection planning meetings. What are those?**

869 A. To help facilitate the interconnection process, Verizon Illinois schedules periodic (usually
 870 weekly) planning meetings with interconnecting CLECs. The attendees at these meetings
 871 include personnel from Verizon Illinois as well as the interconnecting CLECs. The
 872 meetings are intended to provide a forum for raising and responding to any questions
 873 either party may have. The meetings also provide a forum for communicating the weekly
 874 status of the interconnection progress.

875 **Q. Are interconnection planning meetings required under NCC's IA with Verizon**
 876 **Illinois?**

877 A. Yes. Section 37.6.4 of NCC's IA provides that "[Verizon North] and [NCC] will conduct
 878 joint planning sessions to determine the following representative, but not exclusive,
 879 information: (i) forecasted number of trunk groups, and (ii) the interconnection

activation date.” The characterization of the listed type of information for discussion at these sessions as “representative, but not exclusive,” certainly indicates that the parties envisioned the purpose of these meeting to include discussion of items that could impact the listed information types. For example, as I will explain further below, during Verizon Illinois’ meetings with NCC, Verizon Illinois discussed a number of items, including NCC’s number Prefixes, which ultimately affected the parties’ interconnection activation date.

Q. When did the parties’ initial interconnection planning meeting take place?

A. Mr. Bartholomew scheduled the initial planning meeting on March 13, 2002, which was just two weeks after Mr. Bartholomew had confirmed that sufficient capacity was available at either of the two locations NCC had identified as possible locations for interconnection. Mr. Bartholomew states in his direct testimony that he took the initiative to schedule the initial planning meeting even though he had not heard from Mr. Lesser since the availability of two locations had been confirmed on March 1, 2002. (*See*, Bartholomew Dir. Test., p. 19).

Q. Are there any items that the parties addressed at the meeting that you would like to discuss?

A. Yes. NCC did not choose its interconnection location until the day of the meeting. In addition, it was at the initial planning meeting that Mr. Lesser revealed NCC had not yet applied for number Prefixes. Mr. Lesser further informed Verizon Illinois that NCC had not applied for a CLLI code. Mr. Lesser stated that NCC would apply for number Prefixes once it received a CLLI code. (*See*, Att. CB-4 and Att. CB-5).

Q. What is a CLLI code?

903 A. CLLIIs are assigned by Telecordia. A CLLI code is an 11-character standardized
904 geographic identifier that uniquely identifies the geographic location of places and certain
905 functional categories of equipment unique to the telecommunications industry.

906 **Q. Did the parties hold a second planning meeting?**

907 A. The second planning meeting took place on March 20, 2002. At that meeting, Mr. Lesser
908 advised Verizon Illinois that NCC had received a CLLI code, but that NCC had not yet
909 received number Prefixes. Mr. Bartholomew asked Mr. Lesser to provide a local contact
910 so that Verizon Illinois could prefield the interconnection site. (*See*, Att. CB-6).

911 **Q. Was a subsequent planning meeting scheduled?**

912 A. Yes. Mr. Bartholomew scheduled a meeting for April 3, 2002; however, NCC did not
913 attend. Mr. Lesser sent Mr. Bartholomew an e-mail on March 27, 2002, stating his belief
914 that there was no reason to hold the meeting. Despite Mr. Bartholomew's request that
915 Mr. Lesser attend, which Mr. Bartholomew made in a responsive e-mail on March 29,
916 2002, Mr. Lesser did not show for the meeting. (*See*, Att. CB-7 and Att. CB-8).

917 **Q. Did NCC provide Verizon Illinois with the name of a local contact even though NCC**
918 **decided not to attend the interconnection planning meetings?**

919 A. No. Mr. Bartholomew sent Mr. Lesser e-mails on March 29, 2002, and April 3, 2002,
920 requesting, for the second and third time, that Mr. Lesser provide Mr. Bartholomew with
921 the name of a local contact so that Verizon Illinois could prefield the interconnection site.
922 (*See*, Att. CB-8 and Att. CB-9). To the best of my knowledge, Mr. Lesser did not
923 respond to these requests.

924 **Q. When did Verizon Illinois next hear from NCC?**

925 A. Mr. Bartholomew took the initiative to send Mr. Lesser an e-mail on April 29, 2002,
926 approximately one month later, even though Mr. Lesser had not responded to Mr.

Bartholomew's two earlier e-mails. Mr. Bartholomew asked if NCC had obtained its number Prefixes yet, and once again reminded Mr. Lesser that Verizon Illinois was still waiting for NCC to identify a local contact. On May 6, 2002, Mr. Lesser finally responded. Mr. Lesser stated that he thought NCC would receive its number Prefixes in approximately 51 days, and he finally provided the name of a local contact. (*See*, Att. CB-10).

Q. When did NCC notify Verizon Illinois that it had received its prefix assignment?

A. Verizon Illinois did not know until July 24, 2002, at the time NCC submitted its ASR, that NCC had actually received its number Prefixes.

Q. Do you have any opinions in connection with NCC's allegations of delay that are based on this course of events?

A. Once again, it is my opinion that NCC's own actions in this regard were the cause of any delay NCC experienced in obtaining interconnection during the relevant time frame. Once an interconnection location was identified, Verizon Illinois took steps to schedule meetings and exchange relevant information with NCC in order to enable the parties to progress toward interconnection in a timely fashion. It appears to me that NCC was generally unreceptive to these efforts despite the fact that NCC's IA with Verizon Illinois requires NCC's participation in these efforts. Furthermore, NCC was unreachable for long periods of time during which Mr. Lesser would not respond to Verizon Illinois' e-mails. Accordingly, I conclude, yet again, that any delay NCC may have experienced in obtaining interconnection once NCC identified a location for interconnection were caused by NCC, not Verizon Illinois.

Q. Once NCC submitted its ASRs to Verizon Illinois on July 24, 2002, how long did Verizon Illinois take to complete NCC's orders?

951 A. Verizon Illinois completed NCC's ASRs on August 21, 2002, only twenty (20) business
952 days later.

953 **Q. Did Verizon Illinois submit any ASRs to NCC?**

954 A. Yes. Verizon Illinois submitted a single ASR to NCC on August 6, 2002.

955 **Q. How long did it take NCC to complete Verizon's ASR?**

956 A. Twenty-four (24) business days. NCC accepted Verizon Illinois' ASR on September 10,
957 2002.

958 **Q. How long did it take to provision the entire interconnection, once NCC submitted its**
959 **ASR?**

960 A. From July 24, 2002, until September 10, 2002, or thirty three (33) business days.

961 **Q. Have you formed an overall opinion on the issue of whether Verizon Illinois delayed**
962 **NCC's interconnection in Illinois?**

963 A. Yes. It is my opinion that Verizon Illinois did not delay NCC's interconnection in
964 Illinois. Verizon Illinois timely took all of the steps required of Verizon Illinois under the
965 parties' IA in an effort to complete NCC's requested interconnection. Verizon Illinois'
966 efforts, however, were generally unreciprocated by NCC. Rather than participating in the
967 process and completing the steps that NCC needed to complete on its own behalf to be
968 ready for interconnection, NCC instead attempted to place the entire burden for NCC's
969 interconnection onto Verizon Illinois. NCC asked Verizon Illinois to perform services
970 that NCC should have performed for itself pursuant to the parties' IA -- e.g., researching
971 potential locations for NCC's interconnection. Further, every step in the process toward
972 interconnection that NCC apparently did not like, NCC unilaterally declared
973 unreasonable and generally alleged to be an attempt by Verizon Illinois to delay NCC's
974 interconnection -- e.g., the requirement to enter into an IA, and the requirement to

cooperate by participating in joint planning sessions designed to facilitate interconnection.

Ultimately, it is my conclusion that NCC was not prepared for interconnection with Verizon Illinois until the date that NCC finally submitted its ASR to Verizon Illinois, which was July 24, 2002. NCC had not completed the steps that were necessary for NCC to complete, on its own behalf, for interconnection prior to the date. These steps would include the following: preparing a traffic forecast, identifying a location for interconnection, and applying for and receiving a CLLI code as well as number Prefixes for the interconnection location. Once NCC finally completed each of these requirements and submitted its ASRs, Verizon Illinois completed its side of NCC's interconnection within twenty (20) business days.

Based on my experience, a twenty (20) business day turn around of a CLEC's ASR is standard and entirely reasonable. I note that NCC witness Mr. Dawson agrees that the completion of ASRs in less than thirty (30) days is reasonable. I have attached a response to a data request directed to Mr. Dawson wherein he makes this admission to my testimony as Attachment KJA-9.

Q. Do you have any other comments on the issue of delay?

A. Yes, I have one final comment. It is my understanding that a telecommunications carrier cannot provide service in Illinois until the carrier files and the ICC approves the carrier's tariff. NCC did not file a tariff with the ICC until November 11, 2002, which had an effective date of November 19, 2002. It should be noted that the effective date of NCC's tariff was over two months after the completion of NCC's interconnection. As such, even if NCC had completed all of its requirements for interconnection on a timely basis, which

it did not, and interconnection had occurred earlier, NCC could not have offered service to end-users in Illinois any earlier than November 19, 2002.

V.

Lack of Effect on NCC's Business Development in Illinois

Q. Have you had an opportunity to review the redacted business plans for Illinois that NCC provided in response to Verizon Illinois' discovery requests?

A. Yes.

Q. What was the purpose underlying your review of these materials?

A. While it is my opinion that Verizon Illinois did not delay NCC's interconnection in Illinois in any fashion, as I discuss in detail above, in case the ICC would find otherwise I am providing an opinion on whether NCC would have been likely to incur any type of economic impact as a result of such alleged delay. As such, I reviewed NCC's redacted business plans to assess the character of NCC's Illinois customer base at the time NCC approached Verizon Illinois for interconnection, the marketing efforts that NCC had put forth at that time to attract potential customers in Illinois and, finally, any changes in either NCC's Illinois customer base or marketing efforts over the period of time between NCC's initial contact regarding interconnection with Verizon Illinois and the completion of NCC's interconnection in Illinois.

Q. [REDACTED]
[REDACTED]?

A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1023 [REDACTED]

1024 [REDACTED].

1025 Q. [REDACTED]?

1026 A. [REDACTED]

1027 [REDACTED]

1028 [REDACTED].

1029 Q. [REDACTED]

1030 [REDACTED]?

1031 A. [REDACTED]

1032 [REDACTED]

1033 [REDACTED]

1034 [REDACTED]

1035 [REDACTED]

1036 [REDACTED]

1037 [REDACTED]

1038 [REDACTED].

1039 Q. [REDACTED]?

1040 A. [REDACTED]

1041 [REDACTED]

1042 [REDACTED]

1043 [REDACTED]

1044 [REDACTED]

1045 [REDACTED]

1046 [REDACTED]

1047 [REDACTED]
1048 [REDACTED]
1049 [REDACTED].
1050 Q. [REDACTED]
1051 [REDACTED]?
1052 A. [REDACTED]
1053 [REDACTED]
1054 [REDACTED]
1055 [REDACTED]
1056 [REDACTED]
1057 [REDACTED]
1058 [REDACTED]
1059 [REDACTED].

1060 VI.
1061 Leaf River

1062 Q. Do you know whether Verizon Illinois is the ILEC in Leaf River, Illinois?
1063 A. No, Verizon Illinois is not. It is my understanding that Leaf River Telephone Company
1064 is the ILEC in Leaf River, Illinois.
1065 Q. Do you know whether NCC sought interconnection with Leaf River Telephone
1066 Company?
1067 A. Mr. Lesser admitted in response to a data request that NCC did not seek interconnection
1068 with the carrier that is the ILEC in Leaf River. I have attached Mr. Lesser's data request
1069 response to my testimony as Attachment KJA-10.
1070 Q. Yet, is it your understanding that NCC sought interconnection with Verizon Illinois
1071 for purposes of serving Leaf River?

1072 A. Yes. It is my opinion that the only reason NCC sought interconnection with Verizon
1073 Illinois was because Verizon Illinois' DeKalb tandem provides switching services for all
1074 of the long distance traffic that flows into and out of Leaf River.

1075 **Q. What is the basis for your conclusion?**

1076 A. The main reason for my conclusion is NCC's initial e-mail contact regarding
1077 interconnection in Illinois. (*See*, Att. DMM-1). In that e-mail, Mr. Lesser specifically
1078 states that NCC "will be starting the process of expanding into Illinois. Specifically, Leaf
1079 River Illinois." Mr. Lesser further notes that all of the *long distance traffic* in Leaf River
1080 uses GTE's DeKalb, Illinois tandem. In addition, Mr. Lesser states that his "secondary
1081 choice of locations is Des Moines, Iowa." NCC would not be able physically to provide
1082 *local exchange service* in Leaf River, Illinois from an interconnection location in Des
1083 Moines, Iowa. Accordingly, it appears to me, based on my reading of Mr. Lesser's e-
1084 mail, that NCC contacted Verizon Illinois for interconnection because of Verizon Illinois'
1085 status as a facilities-based *long-distance provider* in the Leaf River area.

1086 **Q. Is there any other basis for your conclusion?**

1087 A. Yes. It was not until after Verizon Illinois filed a Motion to Dismiss NCC's Complaint
1088 on the ground that Verizon Illinois is not the ILEC in Leaf River that NCC gave Verizon
1089 Illinois alleged notice of NCC's intent to provide service anywhere other than Leaf River.
1090 In particular, Mr. Lesser sent Ms. McKernan an e-mail on February 25, 2002, wherein he
1091 states that NCC is "not just going to be serving Leaf River, but the Leaf River area which
1092 includes De Kalb." While I certainly am not privy to Mr. Lesser's thoughts, the timing of
1093 his e-mail to Ms. McKernan seems a bit too convenient. It appears unusual that NCC
1094 would not have informed Verizon Illinois of an intent to provide service in a location
1095 where Verizon Illinois is, in fact, the ILEC prior to that time.

1096 **Q. Is there any other basis for your conclusion?**

1097 A. Yes. In NCC's application to Neustar for number Prefixes, Mr. Lesser very clearly sets
1098 forth that NCC's intended locality of local exchange service is Leaf River. While
1099 Verizon Illinois' DeKalb tandem is mentioned, the reference is once again to Verizon
1100 Illinois' tandem, i.e., Verizon Illinois' capacity as a provider of *long distance services* in
1101 the Leaf River area. (*See*, Att. KJA-8).

1102 **Q. Mr. Lesser asserts in his *ex parte* communication in this proceeding dated February**
1103 **26, 2003, that NCC applied for number Prefixes in DeKalb as well as Leaf River,**
1104 **but that Neustar denied NCC DeKalb Prefixes because of a number shortage. Do**
1105 **you know whether Verizon Illinois has been able to confirm Mr. Lesser's assertion?**

1106 A. No, it has not. Verizon Illinois requested through discovery that NCC provide copies of
1107 its application to Neustar for number Prefixes in DeKalb, Illinois as well as Neustar's
1108 denial of the application. NCC responded that it would provide this documentation to
1109 Verizon Illinois, but, in fact, never has.

1110 **Q. In relation to the distinction you make between local exchange and long distance**
1111 **service above, would NCC not need to interconnect with Verizon Illinois for the**
1112 **exchange of long distance traffic?**

1113 A. Generally, it is appropriate for all local exchange carriers, including interconnected
1114 CLECs, in the area of another carrier's tandem that is used for purposes of providing long
1115 distance services to interconnect with the carrier who owns the tandem. It is important to
1116 note, however, that I am not making the distinction for purposes of whether or not it was
1117 appropriate for NCC to interconnect with Verizon Illinois at DeKalb for the purpose of
1118 exchanging long distance traffic. I am making the distinction, rather, because, while I am
1119 not an attorney, it is my understanding that different legal requirements apply depending

1120 on whether interconnection takes place for the purpose of providing local exchange
1121 service.

1122 **Q. So, are you saying that Verizon Illinois would have interconnected with NCC for the**
1123 **purpose of exchanging long distance traffic irrespective of whether Verizon Illinois**
1124 **was the ILEC in Leaf River?**

1125 A. Absolutely, that is my understanding. Verizon Illinois interconnects with carriers for the
1126 purpose of exchanging long distance traffic all the time. Based on the course of events
1127 that I discuss in my testimony above, I have no reason to believe that Verizon Illinois
1128 would have refused to interconnect with NCC for the purpose of exchanging long
1129 distance traffic. Indeed, the fact that Ms. McKernan and Mr. Bartholomew were taking
1130 steps toward provisioning an interconnection with NCC from December, 2001, through
1131 mid-February, 2002, prior to NCC filing its Complaint, indicates that the fact NCC may
1132 have only been interested in exchanging long distance traffic was irrelevant to them.
1133 Indeed, it is my understanding that the issue of NCC's intent to interconnect for purposes
1134 of providing local service in Leaf River only arose after NCC filed its Complaint with the
1135 ICC, and that the only reason it arose was because of the attendant legal requirements that
1136 go along with local exchange interconnection. In other words, it was only because NCC
1137 filed a law suit that the issue of whether NCC was seeking interconnection for the
1138 purpose of exchanging local or long distance traffic even became relevant to Verizon
1139 Illinois.

VII.

Responses to Specific Statements in NCC's Testimony

1142 **Q. In Mr. Lesser's direct testimony (page 3, starting on line 15) Mr. Lesser said:**
1143 **"Rather both SBC and Qwest use existing capacity on any multiplexer, shared or**

1144 **otherwise, to provide interconnection to competitive local exchange carries, such as**
 1145 **NCC.” Is Verizon Illinois’ practice the same as SBC and Qwest?**

1146 A. I do not know what the practices of SBC or Qwest are in relation to CLEC
 1147 interconnection. However, if their practices are, in fact, as NCC says, then yes, Verizon
 1148 Illinois’ practice is the same. As I discuss above in Part 1 of my testimony, to the extent
 1149 that an existing facility has sufficient capacity and it is technically feasible, Verizon
 1150 Illinois will interconnect with a CLEC on the facility regardless of whether retail or
 1151 wholesale customers also use the facility.

1152 **Q. On page 10, line 23 of his direct testimony, Mr. Dawson states that before NCC filed**
 1153 **its complaint in Illinois, Verizon Illinois had suggested a new multiplexer would**
 1154 **need to be build before NCC could interconnect in Illinois. Is Mr. Dawson’s**
 1155 **statement accurate?**

1156 A. No. I am aware of no communication to this effect from Verizon Illinois to NCC with
 1157 regard to NCC’s interconnection in Illinois. To the contrary, I am aware that Mr.
 1158 Bartholomew specifically informed NCC that Verizon Illinois does not require a fiber
 1159 build to interconnect. (*See*, Att. DMM-2).

1160 **Q. Do you know whether NCC alleged such communications to have been made in**
 1161 **other jurisdictions?**

1162 A. While I do not have specific knowledge of what has taken place in other jurisdictions, it
 1163 is my understanding that NCC has made this type of allegation in West Virginia.

1164 **Q. On page 13, line 25 continuing to page 14, line 8 of his direct testimony, Mr. Dawson**
 1165 **asserts that Verizon Illinois would not complete a “partial order” for NCC until**
 1166 **NCC filed its Complaint with the ICC. Did NCC ever request that Verizon Illinois**
 1167 **partially complete its interconnection in Illinois?**

1168 A. No. I am unaware of any communication from NCC requesting that Verizon Illinois
1169 perform a portion of NCC's interconnection request in Illinois.

1170 **Q. Do you know whether NCC made such a request for partial completion of its**
1171 **interconnection in any other jurisdiction?**

1172 A. Again, while I do not have specific knowledge of events in other jurisdictions, it is my
1173 understanding that NCC raised the issue of whether Verizon Illinois' affiliate in West
1174 Virginia should have performed a partial completion of NCC's request in that
1175 jurisdiction.

1176 **Q. Why do you think that allegations that may be relevant to West Virginia but are not**
1177 **relevant to Illinois have been included in Mr. Dawson's testimony before the ICC?**

1178 A. It is my understanding that Mr. Dawson also provided testimony on behalf of NCC in
1179 West Virginia. I do not think that Mr. Dawson would ever intend to deliberately mislead
1180 the ICC. I can only assume that Mr. Dawson may have erroneously incorporated portions
1181 of his West Virginia testimony addressing these issues into his testimony before the ICC.

1182 **Q. Given your opinion, is there anything further that you would like to note with**
1183 **regard to the expert testimony rendered by Mr. Dawson on behalf of NCC?**

1184 A. Yes. Mr. Dawson's testimony appears to presume that Verizon Illinois has a policy not
1185 to interconnect with CLECs on exiting facilities. The only basis that NCC appears to
1186 have identified for asserting the existence of such a policy in Illinois is an e-mail
1187 communication from Ms. McKernan to Mr. Lesser, which, as I discussed above, was
1188 nothing more than a misunderstanding and miscommunication. Once that is understood,
1189 there remains absolutely no basis for Mr. Dawson's conclusion that Verizon Illinois has a
1190 policy of refusing to interconnect with CLECs at existing facilities. To the contrary, the
1191 facts are that Verizon Illinois has interconnected and continues to interconnect with all

1192 carrier types at existing copper and fiber facilities, as demonstrated in Attachment KJA-1.
1193 Indeed, should such a policy or practice have existed for Verizon Illinois, in my position
1194 as Product Manager for the former GTE region, which includes Illinois, I would have
1195 most definitely been informed and aware of such a policy.

1196 **Q. Does this conclude your testimony?**

1197 **A.** Yes.